ANN ACRES
PLAT 4

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT:

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in Washington Township, Lucas County, Ohio, to wit:

Lots number thirty-six (36) through sixty-six (66) both inclusive, in Ann Acres Plat IV, a Subdivision in Washington Township, Lucas County, Ohio

are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of real estate.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said real estate and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners for themselves, their heirs, successors and assigns, hereby declare and stipulate that each lot in said Ann Acres should be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until January 1, 1985, at which time said restrictions and covenants shall be automatically extended for successive periods of ten (10) years each, unless and until such time, within a period of six (6) months immediately preceding the expiration of the original term of said restrictions or any successive term, the then owners of a majority of said lots shall have elected in writing to change, in whole or in part, or to terminate these restrictions, and shall have placed said election of record.

2. If the owners, their heirs, successors or assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association or corporation owning, having any interest in, or composed of the owners of any of the lots or portions of lots in Ann Acres to prosecute proceedings at law or in equity against the person, persons, firm, association or corporation violating or attempting to violate these covenants and either to prevent him, or them, from so doing or to recover damages for such violations.
3. The invalidation of any one or more of these covenants shall in no way affect any other provision of this declaration.

4. All lots, subdivision of lots, and portions of Ann Acres shall be used for single family residential purposes only. No building of any kind shall be placed thereon except residence buildings and the necessary and proper outbuildings to be used in connection therewith. Not more than one residence shall be built upon any one lot as now platted. No trailer, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portions of Ann Acres as a residence either temporarily or permanently.

5. No trade, business, profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on or conducted thereon.

6. The maintenance or harboring thereon of any animal, bird, or fowl other than two dogs, two house cats, and birds and fish maintained and kept as pets within the dwelling, is expressly prohibited.

7. No building, sign, fence or wall shall be erected, placed or altered on any building, plot, lot or site in Ann Acres unless approval of the plans, specifications and plot plan therefore showing the location of such building, sign, fence or wall has first been approved in writing, both as to conformity and harmony to external design with the desired structures to be erected in Ann Acres and as to the location of such proposed building, fence or wall with respect to topography and landscaping, by a majority of the Ann Acres Architectural Committee, which committee shall consist of Donald G. Ruebner and Natalie G. Ruebner, and such other persons as a majority of said committee may, from time to time, elect to fill vacancies created in said committee. The decision of said committee in granting or denying approval shall be final and binding upon all owners of any part of Ann Acres during the term of these restrictions or any extension thereof.

The mailing address of the Ann Acres Architectural Committee shall be, 1907 Sylvania Avenue, Toledo 13, Ohio.

Only property owners in Ann Acres Subdivision shall be eligible to serve on the Ann Acres Architectural Committee, excepting for Donald G. Ruebner and Natalie G. Ruebner. In the event that additional parties are elected to the Ann Acres Architectural Committee, their election shall not be binding upon any of the property owners until said election has been placed of record, showing the names and mailing addresses of the committee members.
In Witness Whereof, The said Owner, Huebner Development Co., an Ohio Corporation has caused its corporate name to be subscribed to these presents by its President and Secretary this 22nd day of March A.D. One Thousand Nine Hundred and Sixty-Three.

Signed by Huebner Development Co., by Donald G. Huebner, President, by Natalie G. Huebner, Secretary.

Two witnesses.

Acknowledged March 22, 1963 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio (Seal).

Received for record March 27, 1963 at 10:47 A.M., and recorded in Volume 2072 of Mortgages, page 68.